



BID NO.: 8318-5/17

**OPENING: 2:00 P.M.
Wednesday, August 1, 2007**

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:

**Pre-Qualification: Various Petroleum Products For Several Miami-Dade County
Departments.**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	SEE SECTION 2, PARAGRAPH 2.9
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

KM! RA AT 305-375-1291, OR AT KMRA@MIAMIDADE.GOV

IMPORTANT NOTICE TO BIDDERS:

PLEASE COMPLETE AND SUBMIT ALL OF THE ATTACHED AFFIDAVITS.

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 33 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8318-5/17

Title: Pre-Qualification: Various Petroleum Products For Several Miami-Dade County Departments.

Sr. Procurement Contracting Agent: Km! Ra, CPPB

Bids will be accepted until 2:00 p.m. on Wednesday, August 1, 2007

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments

due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

I.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do

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business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a **valid** occupational license, issued by Miami-Dade County **at** least one year prior to bid or proposal submission, **that** is appropriate for the goods, services or construction **to** be purchased;
2. a business that has **physical** business address located within the limits of Miami-Dade County from which the vendor operates or performs **business**. Post Office Boxes are not verifiable and shall **not** be used for the purpose of establishing said **physical** address; and
3. a business that **contributes** to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This **may** include but not be limited to the retention and expansion of employment opportunities and the support and increase **in** the County's tax base. To satisfy this requirement, the **vendor** shall affirm in writing its compliance with either **of** the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at **least** ten (10) permanent full time employees, or **part** time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) **that** live in Miami-Dade County, or at least 25% **of** its employees that live in Miami-Dade County, **or**
 - (b) vendor **contributes** to the County's tax base by paying either **real** property taxes or **tangible** personal property taxes **to** Miami-Dade County, **or**
 - (c) some other **verifiable** and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D.** For award recommendations greater than \$250,000 the following shall apply:

The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.

- E.** For award recommendations from \$25,000 to \$250,000 the following shall apply:

Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A. In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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PRE-QUALIFICATION: VARIOUS PETROLEUM PRODUCTS

2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of various petroleum products on an as needed when needed basis..

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty month period.

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S)

The initial contract resultant from this solicitation shall prevail for a five (5) year(s) period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year(s) period on a year-to-year basis. The vendor shall maintain, for the entirety of the stated

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additional period (s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PURCHASING PROCEDURES

Award of this contract will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

1. Bidders shall have an established business supplying petroleum products to commercial customers. Bidders are required to submit a copy of their Business Registration Certificate or appropriate documentation, with the Bid Submittal.
2. Bidders shall have an office with staff, a fax machine, and an e-mail address, and be able to respond in a timely manner.
3. Bidders shall provide a listing of the types of petroleum products they are able to supply to the County.
4. Bidders shall provide the references of three (3) commercial customers to which they are currently supplying petroleum products similar to those required by the County. The information provided should include the customer's name, contact person, telephone number, etc.

Bidders who meet these minimum qualifications shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified bidders shall be invited to offer a firm fixed price per line item for a specific purchasing period of one hundred and twenty (120) days. The bidder then offering the lowest firm fixed price, per line item, shall be identified as the primary vendor for that line item for the specific purchasing period.

Spot market pricing procedures shall be initiated by the Department of Procurement Management (DPM). In general, written spot market quotes will be gathered every one hundred and twenty (120) days from all vendors qualified under this contract. The quotation procedures specific to this contract are contained in Section 2 Paragraph 2.30.

It shall be the sole prerogative of the County as to the number of bidders who will be included under this contract. During the term of this contract, the County reserves the right

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to add or delete bidders as it deems necessary in its best interests. If the County elects to add bidders, they must meet the same minimum qualifications established for the original competition.

EMERGENCY PURCHASES: However, regardless of the stipulations above, user departments shall have the right, during an emergency, to purchase from any vendor any commodity listed under the contract as long as the invoice amount does not exceed one thousand dollars (\$1000). The County reserves the right to determine what situations it deems to be an emergency.

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS:

If the bidder is awarded a contract under this solicitation, the prices offered by the bidder shall be accepted in accordance with the provisions established in Section 3 Technical Specifications.

The bidders prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the vendor will be disallowed.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- _____ : Product Information Sheets
- _____ : Product Samples with Initial Offer
- X : Product Samples Upon Specific Request
- _____ : Product labels
- _____ : Performance Test Results

If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item

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specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

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SPECIAL CONDITIONS

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

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- VI. Failure to Comply:
Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Miami Dade County department identified on the Purchase Order.

2.17 DELIVERY SHALL BE AS ESTABLISHED WITH THE DEPARTMENTS

The bidder shall make deliveries as established with the various departments. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County. Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days established with the department, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract has lapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS MUST BE FILLED WITHIN TEN(10) CALENDAR DAYS

If the bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder under this contract for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

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2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291 email – kmra@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

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Bidder Compliance

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1 Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) through a Purchase Order. Under these circumstances, a contract modification and addendum shall be issued by the County adding the department or agency to the contract.

2.24 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.25 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contain more than 10 percent package and packing material

SECTION 2
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(by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, bidders shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the bidder shall be given the opportunity to provide the information during the offer evaluation period. At such time, the bidder shall be given fifteen (15) calendar days to submit this information.

Bidders wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.26 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the bidder at the bidder's expense and the contract cancelled or (2) the County may require the bidder to replace the materials at the bidder's expense.

2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation and any subsequent spot market purchase. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery of back-orders if applicable

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**2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION
BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, the Department of Procurement Management (DPM) will obtain a price quote for the similar items from all vendors on the contract. The County will award the items to the vendor who offers the lowest price. However the County reserves the right to acquire the items through a separate solicitation.

2.29 SHELF LIFE OF STOCK

The successful bidder(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County.

2.30 SPOT MARKET PURCHASES FOR PETROLEUM PRODUCTS

In accordance with Section 2 Paragraph 2.6, the County shall pre-qualify Bidders for participation in spot market purchases. The County shall perform spot market purchasing for all petroleum products requirements listed in this Invitation to Bid on a periodic basis of every one hundred and twenty (120) days. Accordingly, the Department of Procurement Management (DPM) shall fax a Request for Price Quote (to be responded to as sealed bids) to all pre-qualified bidders identifying the specific items, quantity, delivery requirements, and response time for the price quote. Price quotes will be accepted and evaluated from bidders whose responses are within the time-frame specified. The County shall evaluate all offers received and create a bid tabulation (Tally Sheet) showing all prices bid and identifying the lowest price per line item. This bid tabulation shall be distributed to all user departments and contract vendors. The user departments shall purchase the items from the responsive responsible vendor offering the lowest firm fixed price per line item, and if the item is not available from that vendor at the time of purchase, the County may purchase the item from the vendor who offers the next lowest price, and so on.

The bidders prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the vendor will be disallowed.

The initial Spot Market Purchase quote shall be conducted by the County within five (5) days of the initial award of this contract to the pre-qualified vendors. After that, spot market purchase quotes shall be conducted every one hundred and twenty (120) days by the Department of Procurement Management (DPM).

The County further reserves the right to reject any and all price quotes and procure the items elsewhere if the prices offered is deemed unreasonable. The County reserves the right to

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SPECIAL CONDITIONS

determine what it considers an unreasonable price.

EMERGENCY PURCHASES: However, regardless of the stipulations above, user departments shall have the right, during an emergency, to purchase from any vendor any commodity listed under the contract as long as the invoice amount does not exceed one thousand dollars (\$1000). The County reserves the right to determine what situations it deems to be an emergency.

2.31 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER

Intentionally Omitted

2.32 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the user department prior to such delivery. Substitute items must be of equal or better quality than the required item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

2.33 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered commodities do not conform to the specifications, the county shall require replacement within a reasonable length of time and may cancel the contract for cause.

2.34 SUPPLIERS OF MATERIALS/PRODUCTS SHALL BE IDENTIFIED

If the Bidder shall be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this Bid Solicitation, the Bidder shall be required to supply a copy of its contractual agreement with the supplier in its Bid Proposal form. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the bidder fails to submit this information with the Bid Proposal Form, the bidder's offer may be deemed non-responsive and not considered for an award.

2.35 TOXIC SUBSTANCES/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the

SECTION 2
SPECIAL CONDITIONS

workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.35 DEMONSTRATION OF COMPETENCY

Bids will only be accepted for evaluation, recommendation or award from entities which are able to satisfy the following criteria:

The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of that industry if they are awarded this solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

PRE-QUALIFICATION: VARIOUS PETROLEUM PRODUCTS

3.1 SCOPE:

Supply and deliver lubricating greases, oils, anti-freeze, transmission fluids, and various other petroleum products for several Miami-Dade County Departments as listed and specified herein.

3.2 PRODUCTS

- A. Motor Oil (Automotive Engine Oil) SAE 30, SAE 40, 10 W 30 meeting A.P. Service classification SF/CC (Mil-L46152)/bulk deliveries.
- B. Lubricants: The sulfated ash (A STM D-874) limit of the lubricant shall not exceed 1,000 percent weight. The zinc content as zinc diorganodithiophosphate shall be a minimum of 0.7 percent by weight. API service classification shall be CC/CD.
 - 1. Transmission & Differential Gear Lubricant, SAE 90 & 140: Multi-Purpose meeting A.P.I. service classifications GL-5 and U.S. Ordinance Spec. MIL-L2105C.
 - 2. Wheel Bearing & Universal Joint Grease: Lithium Complex N.L.G.I. Grade #2 for disc brakes: Specs. L-427 or approved equal.
- C. Brake Fluid Heavy Duty, SAE Specification DOT3
- D. Automatic Type Transmission Fluid "ATF Dextron III H/Mercon" meeting Ford Mercon specs. Allison Div. Of G.M. Transmission Fluid requirements VOITH transmission approved.

ACCEPTED PRODUCTS ARE AS FOLLOWS:

- 1. CHEVRON - ATF Dextron III H/Mercon E-20824
- 2. ESSO - ATF Dextron III H/Mercon E-21065
- ATF Dextron III H/Mercon E-21611
- 3. MOBIL - ATF 220 Dextron II E-20104 ATF 220 Dextron II E-21297
- ATF 220 Dextron II E-21790 ATF 220 Dextron II E-21394
- ATF 220 Dextron II E-21412 ATF 220 Dextron II E-21685
- 4. SHELL - ATF 220 Dextron II E-20137 ATF 220 Dextron II E-21631
- ATF 220 Dextron II E-21126 ATF 220 Dextron II E-21666
- ATF 220 Dextron II E-21464 ATF 220 Dextron II E-22774

SECTION 3
TECHNICAL SPECIFICATIONS

- ATF 220 Dextron II E-21610
- 5. TEXACO - Texanatic Fluid 9226 Dextron II E-20112
 - Texanatic Fluid 4011 Dextron II E-21523
 - Texanatic Fluid 4291 Dextron II E-21914
- E. Automatic Transmission Fluid: Type C-3 meeting Allison Div., of G.M. Transmission Fluid requirements.
- F. Automatic Transmission Fluid: Type C-4 and C-6 meeting Ford Motor Company Specifications (M2C33-F)
- G. Hydraulic Oil (Hoist Oil) R & O (Rust and Oxidation) Anti-Wear I.S.O. Grades: 32, 46, 68 and 100.

 Viscosity index (base oil) 95 minimum; Rust Test A.S.T.A. D655, Procedure A & B Oxidation Test A.S.T.A. D943, Exceed 2000 hours; Deneson HF-0 and Sperry Vickers M-2950-S for Mobile Equipment.
- H. Hydraulic Oil – 200-222, Sensi-toke Unit at 100 Degree Fahrenheit 150 VG #68, Rando Oil MD #68 in 55 Gallon Drum, part number S-315. (Estimated annual usage 420 gallons).
- I. Chassis Grease (Lithium 12 Hydroxyl Stearate E.P.) Consistency N.L.G.I. #2
- J. Outboard Motor Oil 50: 1 having NMMA/B1A Certification of Service TCW III approval.
- K. Heavy Duty Engine Oil: A.P.I. Service Classification SM/CF2 for the SAE 30 and 40 and SM/CI4 for the 15W40 (mil-2104C/Cat. –T02)
- L. Tractor Oil (Special Hydraulic Oil) Formulated to be used on John Deere, Case and Ford Manufactured Tractors and Front End Loaders.
- M. Texaco Rustproof Compound #1976 (No Substitutes)
- N. Texaco Capella 68 Non-Form Wax Free, Refrigeration Oil (No Substitutes)
- O. Texaco Capella 100 WF Non-Form Wax Free, Refrigeration Oil (No Substitutes)
- P. Anti-Freeze Coolant W/Ethylene Glycol Base: GM Specs. 1825-M, Ford ESEM97B44-A and or GSA Specs. O-A-548
- Q. Texaco Marfak #00 Grease (No Substitutes)

SECTION 3
TECHNICAL SPECIFICATIONS

- R. Texaco “Bb” Hydraulic Aircraft Oil #15 (No Substitutes)
- S. Lubriplate Chain And Cable Fluid (No Substitutes)
- T. Lubriplate Marine Guard – Rust Preventive (No Substitutes)
- U. Lubriplate Gear Shield Extra H.D.
- V. Lubriplate #105
- W. Lubriplate Spray “A” Lube
- X. Air Pollution Control Systems – Val-Do-Power. Lube Combustion And Emission Control Additive Concentrate.
- Y. Sunep #1000 Or Texaco Meropa Lube #200 (Gear Box Oil)
- Z. L P S #1
- AA. S.P.F. Penetrating Oil Or Krylon “Let Go” Penetrating Oil
- BB. Shell Aeroshell #W-100 50 Wt. (Aviation Oil)
- CC. Regal Oil, R & O #68 in 5 Gallon container
- DD. Rando Oil, HD #68 in 5 Gallon container
- EE. Rando Oil, HD #150 in 5 Gallon container
- FF. Meropa Lube #200 in 35lb. Pail
- GG. DFX-2 Diesel Engine Fuel Additive
- HH. GFX Gasoline Engine Fuel Additive
- II. XMG Lubricant Concentrate with PTEE 3% by Wt. SAE 10W-40 API Service SF-SE-SD-CC-CB-CA Additional for Gasoline and Diesel Engine.
- JJ. Lubricant – Traction Motor Bearing Grease, Shell Alvania EPI
- KK. Lubricant – Traction Motor Coupling Grease – Dow Corning Molykote BR2 or GN Paste
- LL. Refrigeration Oil – Synthetic Air Condition Compressor Oil Thermo King #67-404

SECTION 3
TECHNICAL SPECIFICATIONS

- MM. Refrigeration Oil – 300 W
- NN. Lubricant Oil for wheel turning machine, slide ways, 300 SSU at 100 degrees Fahrenheit, 15 VG #68
- OO. Power Steering Fluid, SAE 10-W, 30 SE
- PP. Aeroshell 500 turbine oil (Mil-L23699)
- QQ. Fuel Injector Cleaner. (Ford Spec ESEM14P16A) Must not contain alcohol or methanol.
- RR. Universal Tractor Fluid U.T.F. C3

A quality multi-purpose hydraulic transmission oil recommended for most modern tractors which require a single fluid to serve hydraulic systems, transmissions, differentials, final drives and wet brakes. Passes all the tests required for John Deere fluid, International Harvester Hytran fluid, Massey Ferguson, J I Case/David Brown and the latest Ford fluid requirements.

TYPICAL SPECIFICATIONS

API Gravity @ 15.56C	28.0
Density g/ml	0.8873
LBS./Gal.	7.389
Color (ASTM)	AMBER
Viscosity, @ 40C CST	73.46
Viscosity, @ 100C CST	8.64
Viscosity, @ 100F SUS	386
Viscosity, @ 210F SUS	55
Viscosity, CCS @ -15c	
Viscosity Index	90 Min.
IR Scan	Trace
PUOR Point degrees C	-34
Foam Properties (3 seq.)	Pass
Flash Point degrees C	225
Calcium % Wt.	0.360
Zinc % Wt.	0.150
Nitrogen % Wt.	0.006
Sulfur % Wt.	0.273
Phosphorus % Wt.	0.120

- SS. Chevron grease, Cartridge product, #351224, Dupa-Lith, External purpose, NLGI #2, 14oz.

SECTION 3
TECHNICAL SPECIFICATIONS

- TT. Mobile Jet II
Turbine Engine Oil
- UU. Chassis Grease Rykon EP2 in 400lb drums “No Substitute”
- VV. Antifreeze Shell “Long Life” premixed 50/50 P/N 7998 in 55 Gallon Drum
“No Substitutes”
- WW. Mobile 28 Grease Cartridge/Drum 120lbs.
(Mil-G81322E) “No Substitutes”
- XX. Aeroshell 555 Turbine Oil (DOD-LB5734) (24 Quarts/Case) “No
Substitutes”
- YY. Aeroshell 560 Turbine Oil (Mil-PRF-26399 Class HTS) (24 Quarts/Case) “No
Substitutes”
- ZZ. De-carbonization Fuel additive for outboard engines.
- AAA. Texaco Ursa Super Plus Motor Oil, SAE 40
- BBB. Texaco Diesel Engine Oil, #13 “Zinc Free”
- CCC. Texaco Cepheus 150 Engine Oil
- DDD. Royal Lubricant Hydraulic Fluid, Royce 756 MIL-H-5606 (24 quart/case)
- EEE. Heavy Duty Four-Stroke Cycle Motor Oil - SAE Viscosity Grade: 15W-40
API Classification: C-J-4 PLUS (PGOS 93K12 Approved, For All Cooled EGR
Post 2002 Four-Stroke Cycle Diesel Engines)
- FFF. Automatic Transmission Fluid – TranSynd heavy-duty fully synthetic lubricant
formulated by Castrol for Allison Automatics and must meet TES 295 specification.
(The user department has only been able to source this product through Allison
dealers).
- GGG. Four-Stroke Outboard Motor Oil – AMSOIL Formula 4-Stroke Marine Synthetic
10W-40 Motor Oil (WCF), FC-W registered and warranty certified for use in four-
stroke outboard motors.
- HHH. Heavy Duty Diesel Motor Oil – SAE Viscosity Grade: SAE 40W API Service
Classification-CF-II
- III. Lubriplate FMO 350-AW “No Substitutes”

SECTION 3
TECHNICAL SPECIFICATIONS

- JJJ. Lubriplate SPO 255 “No Substitutes”
- KKK. Lubriplate SPO 277 “No Substitutes”
- LLL. Lubriplate SFGO 100 “No Substitutes”
- MMM. Lubriplate FMO 2400-AW “No Substitutes”
- NNN. Lubriplate FMO 3800-AW “No Substitutes”
- OOO. Lubriplate HO-1 “No Substitutes”
- PPP. Lubriplate HO-2 “No Substitutes”
- QQQ. Lubriplate HO-3 “No Substitutes”
- RRR. Lubriplate HO-4 “No Substitutes”
- SSS. Amalie AW Hydraulic Oil 32
- TTT. Amalie AW Hydraulic Oil 68
- UUU. Amalie Gear Oil 85W140
- VVV. Amalie Syn 75W90
- WWW. Amalie XLO HD 50
- XXX. Amalie XLO Ultimate 15W40 (good thru 2006 engines) C1-4, CH-4, CI-4, CG-4, CF-4, CF-2, CF and API SL, SL and SH
- YYY. 15W40 for new 2007 diesel oil specifications – C1-4, CH-4, CI-4, CG-4, CF-4, CF-2, CF and API SL, SL and SH, API CJ-4/SM
- ZZZ. CAM2 Super HD 15W40
- AAAA. Caterpillar Anti-Freeze (red), extended life coolant
- BBBB. Caterpillar Anti-Freeze (red), extended life coolant
- CCCC. Caterpillar Grease, 5% Moly as required by Caterpillar
- DDDD. Diala Oil AX (dielectric hyd oil), ANSI/ASTM D3487 and NEMA TR-P8-1975

SECTION 3
TECHNICAL SPECIFICATIONS

EEEE.	Green Anti-Freeze (Various brands), standard life coolant
FFFF.	Havoline Extended Life Coolant (red)
GGGG.	John Deere Hy-Guard, JDM J20C (can substitute universal tractor fluid that meets specifications)
HHHH.	Mercon 6
IIII.	Nevada Gold Grease or Top5
JJJJ.	Nevada Gold Grease or Top5
KKKK.	New Holland Muti G 134, ESN M2C134AD, NH 410B (can substitute universal tractor fluid that meets specifications)
LLLL.	Prime Extended Life Coolant (orange)
MMMM.	Santex Transtex ATF
NNNN.	Shell Dex Coolant (yellow)
OOOO.	Valvoline Syn Gear Oil 75W90

3.3 ESTIMATED QUANTITIES – ESTIMATED ANNUAL USAGE

Motor Oil (Automotive Engine Oil) SAE 30, SAE 40, 10 W 30 meeting A.P. service classification SF/CC (Mil-L46152) Bulk deliveries.

1.	12,000/Qts	SAE 30
2.	8,000/Qts	SAE 40
3.	10,000/Qts	10W30
4	40,000/Gals	SAE 40 Bulk Delivery

The sulfated ash (ASTM D-874) limit of the lubricant shall not exceed 1,000 percent weight. The zinc content as zinc diorganodithiophosphate shall be a minimum of 0.7 percent by weight. API service classification shall be CC/CD.

5.	110/Drums	SAE 30 in 55 Gallon Drum
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SECTION 3
TECHNICAL SPECIFICATIONS

- | | | |
|----|-----------|---------------------------|
| 6. | 165/Drums | SAE 40 in 55 Gallon Drum |
| 7. | 110/Drums | SAE 50 in 55 Gallon Drum |
| 8. | 91/Drums | 10 W 30 in 55 Gallon Drum |
-

Transmission And Differential Gear Lubricant, SAE 90 & 140: Multi-purpose meeting A.P.I. service Classifications GL-5 and U.S. Ordinance Specs. MIL-L2105C

- | | | |
|-----|------------|-----------------------|
| 9. | 67/Drums | SAE 90 – 120lb. Drum |
| 10. | 100/Qts | SAE 90 – Qt |
| 11. | 67 Drums | SAE 140-120 lb/Drum |
| 12. | 25/Qts | SAE 140 Qt. |
| 13. | 38 Drums | SAE 140 400lb./Drum |
| 14. | 1,000/Gals | SAE 140 Bulk Delivery |
-

Wheel Bearing & Universal Joint Grease: Lithium Complex N.L.G.I. Grade #2 for disc brakes: Specs. L-427 or approved equal

- | | | |
|-----|-----------|-------------------------------------------------------------|
| 15. | 572/Pails | In 35lb. Pail |
| 16. | 8/Drums | Mobile 28 grease (MIL-G81322E) 120lb. Drum “No Substitutes” |
-

Brake Fluid Heavy Duty, SAE Specification DOT3

- | | | |
|-----|------------|---------------------------------------|
| 17. | 1,500/Qts | In one (1) Quart Can |
| 18. | 1,500/Pts | In Pint Container |
| 19. | 2,000/Gals | In one (1) Gallon Can |
| 20. | 200/Gals | Silicone Brake Fluid for Rail Vehicle |

SECTION 3
TECHNICAL SPECIFICATIONS

21. 50/Gals Actuators-Dow Corning #9612039 in
one (1) gallon container
-

Automatic Type Transmission Fluid "ATF Dextron III H/Mercon" meeting Ford MERCON specs.
Allison Div. Of G.M. Transmission Fluid requirements VOITH transmission approved

See Section 3.0 Para. 3.2 (D) for the Accepted Products.

22. 910 Drums In 55 Gallon Drum
23. 25,000/Qts In One (1) Quart Can
24. 15,000/Qts Type "F" Ford Spec ESW-M2C33F
-

Automatic Transmission Fluid: Type C-3 meeting Allison Div., of G.M. Transmission Fluid requirements

25. 162/Drums In 55 Gallon Drum
26. 12,000/Gals In bulk delivery pumped into County tanks
-

Automatic Transmission Fluid: Type C-4 and C-6 meeting Ford Motor Company Specifications (M2C33-F)

27. 800/Qts. In One (1) Quart Can

Hydraulic Oil (Hoist Oil) R & O (Rust & Oxidation) Anti-Wear I.S.O. Grades: 32, 46, 68 and 100

28. 5,000/Gals In bulk delivery pumped into County tanks
-

Viscosity index (base oil) 95 minimum: Rust test A.S.T.A. D655, Procedure A & B Oxidation test A.S.T.A. D943, Exceed 2000 hours; Deneson HF-O and Sperry-Vickers M-2950-S for Mobile Equipment

29. 350/Drums LIGHT TYPE: ISO 32
In 55 Gallon Drum

SECTION 3
TECHNICAL SPECIFICATIONS

30. 77/Drums LIGHT TYPE: ISO 46
In 55 Gallon Drum
31. 15/Drums HEAVY TYPE: ISO 68
In 55 Gallon Drum
32. 2,000/Gals In bulk delivery pumped into County tank
33. 7/Drums HEAVY TYPE: ISO 68
In 55 Gallon Drum
34. 91/Drums HEAVY TYPE: ISO 100
In 55 Gallon Drum

Hydraulic Oil – 200-222, Sensi-toke Unit At 100 degrees Fahrenheit 150 VG #68, Rando Oil MD #68

35. 91/Drums In 55 Gallon Drum, Part Number S-315
-

Chassis Grease (Lithium 12 Hydroxyl Stearate E.P.) Consistency N.L.G.I. #2

36. 131/Barrels In 120lb. /barrel
37. 195/Pails In 36 lb Pail
-

Outboard Motor Oil 50: 1 having NMMA/B1A Certification of Service TC-W approval:

38. 4,500/lbs One Quart “Food Type” Can
39. 50/Gals One Gallon Containers
-

Heavy Duty Engine Oil: A.P.I. Service Classification SM/CF2 for the SAE 30 and 40 and SM/CI4 for the 15W40 (Mil-2104C/Cat.-T02)

40. 55/Drums SAE 10 HD in 55 Gallon Drum
41. 6,000/Gals SAE 30 HD (Bulk) (Pumped into County tank)

SECTION 3
TECHNICAL SPECIFICATIONS

- | | | |
|-----|-------------|-----------------------------------------------------------------|
| 42. | 110/Drums | SAE 30 HD in 55 Gallon Drum |
| 43. | 91/Drums | SAE 15W40 in 55 Gallon Drum |
| 44. | 5,000/Gals | SAE 15W40 Bulk Delivery delivered into County tank |
| 45. | 146/Drums | SAE 40 HD in 55 Gallon Drum |
| 46. | 1,000/Qts | SAE 40 HD in Qts container |
| 47. | 10,000/Gals | SAE 40 HD Bulk delivery pumped into County tank |
| 48. | 5,000/Gals | 10W30 Viscosity Index Min. 125; pumped into County tank |
| 49. | 5,000/Gals | 20W50 (SM/CF2 Energy Conserving II Oil) pumped into County tank |
| 50. | 10/Drums | 20W50 (SM/CF2 Energy Conserving II Oil)
in 55 Gallon Drum |
-

Tractor Oil (Special Hydraulic Oil) (AP1, CD-11, SAE 40) Formulated to be used on John Deere, Case and Ford Manufactured tractors and front end loaders

- | | | |
|-----|----------|--------------------|
| 51. | 86/Drums | In 55 Gallon Drums |
|-----|----------|--------------------|
-

Texaco Rustproof Compound #1976 "No Substitute"

- | | | |
|-----|----------|----------------|
| 52. | 40/Drums | In 120lb Drums |
|-----|----------|----------------|
-

Texaco Capella 68 Non-Form Wax Free, Refrigeration Oil No Substitute"

- | | | |
|-----|------------|-----------------------|
| 53. | 2,500/Gals | In one (1) Gallon Can |
|-----|------------|-----------------------|

- | | | |
|-----|----------|--------------------|
| 54. | 9/Drums. | In 55 Gallon Drums |
|-----|----------|--------------------|
-

Texaco Capella 100wf Non-Form Wax Free, Refrigeration Oil "No Substitute"

- | | | |
|-----|----------|-------------------|
| 55. | 13/Drums | In 55 Gallon Drum |
|-----|----------|-------------------|
-

SECTION 3
TECHNICAL SPECIFICATIONS

Anti-Freeze Coolant W/Ethylene Glycol Base: GM Specs. 1825-M, Form ESEM97B44-A and or GSA Specs. O-A-548

- | | | |
|-----|-------------|--------------------------------|
| 56. | 30,000/Gals | In One Gallon Container |
| 57. | 25/Drums | In 55 Gallon Drum |
| 58. | 5000/Gals | Bulk deliveries in County tank |
-

Texaco Marfak #00 Grease "No Substitute"

- | | | |
|-----|----------|---------------|
| 59. | 22/Pails | In 35lb. Pail |
|-----|----------|---------------|
-

Texaco "Bb" Hydraulic Aircraft Oil, #15 "No Substitute"

- | | | |
|-----|------------|-----------------------------|
| 60. | 21/Drums | In 55 Gallon Drum |
| 61. | 1,155/Gals | In one (1) gallon container |
-

Lubriplate Chain And Cable Fluid "No Substitute"

- | | | |
|-----|------------|----------------------|
| 62. | 5,820/Cans | In 16oz. Aerosol Can |
|-----|------------|----------------------|
-

Lubriplate Marine Guard Rust Preventive "No Substitute"

- | | | |
|-----|----------|---------------|
| 63. | 25/Pails | In 35lb. Pail |
|-----|----------|---------------|
-

Lubriplate Gear Shield Extra H.D.

- | | | |
|-----|------------|----------------------|
| 64. | 1,031/Cans | In 16oz. Aerosol Can |
|-----|------------|----------------------|
-

Lubriplate, #105

- | | | |
|-----|----------|---------------|
| 65. | 15/Pails | In 35lb. Pail |
|-----|----------|---------------|
-

SECTION 3
TECHNICAL SPECIFICATIONS

Lubriplate Spray “A” Lube

66. 1,025/Cans In 16oz. Aerosol Can

Air Pollution Control Systems Val-Do-Power. Lube Combustion And Emission Control Additive Concentrate.

67. 273/Drums In 55 Gallon Drum

Sunep #1000 Or Texaco Meropa Lube #200 (Gear Box Oil)

68. 23/Drums In 400lb. Drum

L P S #1

69. 2,300/Cans In 16oz. Aerosol Can

S.P.F. Penetrating Oil Or Krylon “Let Go” Penetrating Oil

70. 950/Cans In 12oz. Aerosol Can

Regal Oil, R & O #68

71. 1,155/Gal In 5 Gallon Container

Rando Oil, HD #68

72. 500/Gals In 5 Gallon Container

Rando Oil, HD #150

73. 500/Gals In 5 Gallon Container

74. 100/Gals DFX-2 Diesel Engine Fuel Additive

75. 100/Gals GFX Gasoline Engine Fuel Additive

SECTION 3
TECHNICAL SPECIFICATIONS

76. 100/Gals XMG Lubricant Concentrate with PTEE
 3% by Wt. SAE 10W-40API Service
 SF-SE-SD-CC-CB-CA, Additional for
 Gasoline and Diesel Engine

 Lubricant–Traction Motor Bearing Grease, Shell Alvania EPI

77. 1,005/Barrels In 125lb. Barrel

 Lubricant – Traction Motor Coupling Grease Dow Corning Molykote BR2 or GN Paste

78. 7/Pails In 35lb. Pail

 Refrigeration Oil – Synthetic Air Conditioner Compressor Oil, Thermo-King, #67-404

79. 100/Gals In one (1) Gallon Containers

 Refrigeration Oil – 300 W

80. 50/Gals In one (1) Gallon Containers

 Lubricant Oil for Wheel Turning Machine, Slide ways, 300 SSU at 100 Degrees Fahrenheit, 15 VG
 #68

81. 50/Gals In one (1) Gallon Containers

 Power Steering Fluid, SAE 10-W, 30 SE

82. 2,000/Pts In Pint Containers

83. 2,000/Qts In one (1) Quart Can

84. 550/Gals In 55 Gallon Drum

- 85. 100/Qts Aeroshell 500 Turbine Oil (Mil-L23699)
 (24 Quarts/Case)

86. 100/Qts Aeroshell 555 Turbine Oil (DOD-L
 85734) (24 Quarts/Case)

- 87. 100/Pts Fuel Injector Cleaner. (Ford Spec.
 ESEM14P16A). Must **not** contain
 alcohol or methanol

SECTION 3
TECHNICAL SPECIFICATIONS

88.	100/Qts	Fuel Injector Cleaner. (Ford Spec. ESEM14P16A). Must <u>not</u> contain alcohol or methanol
89.	28,000/Gals.	10W-40 Motor Oil in 7,000 Gallon Truckloads
90.	100/Gals	Universal Tractor Fluid U.T.F.
91.	1,040/Tubes	Grease Cartridge, Chevron #351224 Dupa-Lith NLGI #2, 14oz.
92.	100/Qts	Mobile Jet II, Turbine Engine Oil <u>"No Substitute"</u>
93.	2/Drums	Chassis Grease, Rykon EP2 in 400lb Drum <u>"No Substitute"</u>
94.	400/Drums	Shell Anti-freeze "Long Life" premixed 50/50, P/N 7998, in 55-Gallon Drums <u>"No Substitute"</u>
95.	415/Drums	Texaco Ursa Super Plus Motor Oil (SAE40) in 55-Gallon Drums
96.	325/Drums	Texaco Diesel Engine Oil, #13, Zinc Free in 55-Gallon Drums
97.	17/Drums	Texaco Cepheus 150 Engine Oil in 55-Gallon drums
98.	100/Qts	Royal Lubricant Hydraulic Fluid, Royce . 756 MIL-H-5606 (24 quart/case)
99.	20/Drums	Lubriplate FMO 350-AW "No Substitutes" in 55-Gallon drums
100.	30/Drums	Lubriplate SPO 255 "No Substitutes" in 55-Gallon drums
101.	10/Drums	Lubriplate SPO 277 "No Substitutes" in 55-Gallon drums
102.	20/Drums	Lubriplate SFGO 100 "No Substitutes" in 55-Gallon drums
103.	10/Drums	Lubriplate FMO 2400-AW "No Substitutes" in 55-Gallon drums
104.	20/Drums	Lubriplate FMO 3800-AW "No Substitutes" in 55-Gallon drums
105.	15/Drums	Lubriplate HO-1 "No Substitutes" in 55-Gallon drums

SECTION 3
TECHNICAL SPECIFICATIONS

106.	15/Drums	Lubriplate HO-2 “No Substitutes” in 55-Gallon drums
107.	15/Drums	Lubriplate HO-3 “No Substitutes” in 55-Gallon drums
108.	15/Drums	Lubriplate HO-4 “No Substitutes” in 55-Gallon drums
109.	5,000/Gals	Amalie AW Hyd Oil 32 pumped into County tanks
110.	5,000/Gals	Amalie AW Hyd Oil 68 pumped into County tanks
111.	5,000/Gals	Amalie Gear Oil 85W140 pumped into County tanks
112.	15/Drums	Amalie Syn 75W90 in 55-Gallon drums
113.	5,000/Gals	Amalie XLO HD 50 pumped into County tanks
114.	5,000/Gals	Amalie XLO Ultimate 15W40 (good thru 2006 engines), pumped into County tanks
115.	5,000/Gals	15W40 for new 2007 diesel oil spec pumped into County tanks
116.	5,000/Gals	CAM2 Super HD 15W40 pumped into County tanks
117.	100/Gals	Caterpillar Anti-Freeze (red), in 1 Gallon containers
118.	20/Drums	Caterpillar Anti-Freezer (red) in 55-Gallon drums
119.	30/Drums	Caterpillar Grease, in 55-Gallon drums
120.	35/Drums	Diala Oil AX (dielectric hyd oil), in 55-Gallon drums
121.	200/Gals	Green Anti-Freeze (Various Brands) in 1 Gallon containers
122.	200/Gals	Havoline Extended Life Coolant, in 1 Gallon containers
123.	1,000/Gals	John Deere Hy-Guard, in 5-Gallon containers
124.	100/Qts	Mercon 6
125.	100/Drums	Nevada Gold Grease or Top5, in 55-Gallon drums
126.	50/Drums (120lb)	Nevada Gold Grease or Top5, in 120lb drums
127.	750/Gals	New Holland Muti G 134, in 5-Gallon containers

SECTION 3
TECHNICAL SPECIFICATIONS

- | | | |
|------|-------------|--------------------------------------------------------------|
| 128. | 200/Gals | Prime Extended Life Coolant (orange), in 1 Gallon containers |
| 129. | 2,000/Gals | Santex Transtex ATF pumped into County tank |
| 130. | 200/Gals | Shell Dex Coolant (yellow), in 1 Gallon containers |
| 131. | 150/Qts | Valvoline Syn Gear Oil 75W90 |
| 132. | 24/Cans | Hydraulic Fluid, MIL-H-83282 |
| 133. | 48/Cans | Turbine Oil, MIL-L-23699 |
| 134. | 12/Tubes | Grease, AIR4206/G355 |
| 135. | 5/Tubes | Vernelec 4302, Durox |
| 136. | 5/Tubes | Grease, AIR4207/G361 (Replacement GN07 Nico Grease) |
| 137. | 5/Cans | In lieu of PR1436GB2, IPC Chapter Ref MWC12.00.00.304 |
| 138. | 12/Tubes | Grease, AIR4201B/G354, Aeroshell 7 |
| 139. | 12/Tubes | Grease, AIR4222, G395, Aeroshell 22 (Replacement Royco 22DF) |
| 140. | 30,000/Gals | Motor Oil, 5W30 |
| 141. | 30,000/Gals | Motor Oil, 5W20 |

3.4 DRUM DEPOSIT, ETC.

Vendors shall indicate a cost for the following when providing prices in response to a Request for Price Quote:

- a) Drum Deposit
- b) Charge for delivery (for an order less than \$100)

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
August 1, 2007



PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: K!R	DPM Purchasing Division	Date Issued: 07/10/07	This Bid Submittal Consists of Pages 30 through 33
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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Pre-Qualification: Various Petroleum Products

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 405-57	
Snr. Procurement Contracting Agent Km! Ra	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE
 ON PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 33 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER
 YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:
Various Petroleum Products**

FIRM NAME: _____

CRITERIA FOR PRE-QUALIFICATION:

As per Section 2 Paragraph 2.6:

1. Bidders shall have an established business supplying petroleum products to commercial customers. Please include a photo-copy of your Business Registration Certificate or appropriate documentation, with this Bid Submittal.
2. Bidders shall have a fully equipped office with staff, a fax machine, and an e-mail address and be able to respond in a timely manner.

Fax Number: _____ E-Mail: _____

3. Bidders shall provide a listing of the types of petroleum products they can supply to the County. Please include a listing with this Submittal Form.
4. Bidders shall provide references of three (3) commercial customers to which they are currently supplying petroleum products, similar to those required by the County.

List References Below:

Customer Name And Address	Contact Person Title	Phone Number E-Mail

SECTION 4
BID SUBMITTAL FOR:
Various Petroleum Products
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Pre-Qualification: Various Petroleum Products

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon bidder registration. Failure to register as a bidder within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding bidder hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the bidder ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: _____
 (Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS**▪ DISABILITY NONDISCRIMINATION AFFIDAVIT
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and _____ the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____

Signature of Affiant

Date

Printed Name of Affiant and Title____/____/____-____/____/____/____/____/_____
Federal Employer Identification Number_____
Printed Name of Firm_____
Address of Firm**SUBSCRIBED AND SWORN TO** (or affirmed) before me this _____ day of _____, 20 ____He/She is personally known to me or has presented _____ as identification.
Type of identification_____
Signature of Notary_____
Serial Number_____
Print or Stamp Name of Notary_____
Expiration Date

Notary Public – State of _____

Notary Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed) FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	